

**Cardmember Agreement: Part 1 of 2**

As of: 12/18/2018

Business Gold Card

Cardmember Name: ANDREW MULKERIN

Company Name: VENTWELL INC

Account Ending In: 1009

Pay Over Time Limit: \$30,000

**Rates and Fees Table**

Issuer: American Express National Bank

**Interest Rates on Pay Over Time Balance**

<b>Annual Percentage Rate (APR)</b>	<b>20.24%</b> (Prime Rate + 14.99%) This APR will vary based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>29.99%</b> (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to your account if: 1) you make a payment that is returned; 2) you make 2 late payments in 12 months; or 3) any minimum amount due remains unpaid for 2 billing periods in a row. <b>How Long Will the Penalty APR Apply?</b> If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
<b>How to Avoid Paying Interest</b>	Your due date is at least 25 days after the close of each billing period. For transactions added automatically to a Pay Over Time balance, we will charge interest beginning on the date of each transaction. We will not charge you interest if you pay your entire balance by the due date each month.

**Fees**

<b>Annual Membership Fee</b>	<b>\$295</b>
<b>Transaction Fees</b> • Foreign Transaction	<b>None</b>
<b>Penalty Fees</b> • Late Payment • Returned Payment	<b>\$38</b> or <b>2.99%</b> of any past due Pay in Full amount, whichever is greater. <b>\$38</b>

**How we calculate interest:** We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

## How Rates and Fees Work

Rates for Pay Over Time balances		See More about Pay Over Time in Part 2 of this Agreement													
Calculating APRs and DPRs	<p>The Annual Percentage Rate (APR) for variable rates is determined by adding an amount (<i>margin</i>) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.</p> <table><thead><tr><th>Rate Description</th><th>Prime + Margin</th><th>APR</th><th>DPR</th></tr></thead><tbody><tr><td>Annual Percentage Rate</td><td>Prime + 14.99%</td><td>20.24%</td><td>0.0555%</td></tr><tr><td>Penalty APR</td><td>Prime + 25.99%*</td><td>29.99%</td><td>0.0822%</td></tr></tbody></table> <p>*The variable penalty APR will not exceed 29.99%</p>			Rate Description	Prime + Margin	APR	DPR	Annual Percentage Rate	Prime + 14.99%	20.24%	0.0555%	Penalty APR	Prime + 25.99%*	29.99%	0.0822%
Rate Description	Prime + Margin	APR	DPR												
Annual Percentage Rate	Prime + 14.99%	20.24%	0.0555%												
Penalty APR	Prime + 25.99%*	29.99%	0.0822%												
When the penalty APR will apply	<p>The Penalty APR applies to Pay Over Time balances if:</p> <ul style="list-style-type: none"><li>• you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due 2 times in 12 billing periods,</li><li>• you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due and you still do not pay it by the Closing Date of the next billing period, or</li><li>• your payment is returned by your bank.</li></ul>														
How long the penalty APR will apply	The penalty APR will apply until after you have made timely payments with no returned payments for 12 billing periods in a row.														
Fees															
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will charge \$50 for the first Additional Business Gold Card and no annual membership fee for each Additional Business Gold Card thereafter. The maximum number of Additional Cards on an Account is 99.														
Late Payment	<p>\$38 if you do not pay the Amount Due (Minimum Payment Due if you have a Pay Over Time balance) on a billing statement before the next Closing Date.</p> <p>For each following Closing Date that an amount past due remains unpaid, we may charge a fee of the greater of \$38 or 2.99% of any past due Pay In Full amounts.</p> <p>Your late fee will not exceed the Amount Due or any limit established by applicable law.</p> <p>Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.</p>														
Returned Payment	\$38 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR for Pay Over Time balances. See <i>When the penalty APR will apply</i> above.														
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.														
Foreign Transaction	None														
How Pay Over Time Works															
About Pay Over Time See <i>More About Pay Over Time</i> in Part 2 of this Agreement for important additional information about the Pay Over Time feature.	<p>Pay Over Time allows you to pay eligible charges on your Account over time, with interest.</p> <p>At Account opening, the Pay Over Time feature on your Account is set to On. That means we will automatically place eligible purchases into your Pay Over Time balance.</p> <p>The feature allows you to alternate between On and Off settings. When turned Off, no new charges will be included in your Pay Over Time balance. You can change this setting by calling the number on the back of your Card.</p> <p>If you transfer to a new Card product with the same Account number at any time, you will remain eligible for Pay Over Time, and your current setting at the time of transfer will remain in effect on your new Card.</p>														

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

## How Your American Express Account Works

### Introduction

<b>About your Cardmember Agreement</b>	This document together with Part 1 make up the Cardmember Agreement ( <i>Agreement</i> ) for the <i>Account</i> identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.	When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.
<b>Words we use in the Agreement</b>	<b>We, us, and our</b> mean the issuer shown on page 1 of Part 1. Except as provided below, <b>Basic Cardmember</b> means the person who applied for this Account or to whom we address billing statements. <b>Company</b> means the business for which the Account is established. <b>You and your</b> mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.	<b>Card</b> means any card or other device that we issue to access your Account. A <b>charge</b> is any amount added to your Account, such as purchases and fees. A <b>purchase</b> is a charge for goods or services. To <b>pay</b> by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).
<b>Additional Cardmembers</b>	At your request, we may issue cards to <i>Additional Cardmembers</i> . They do not have accounts with us but they can use your Account subject to the terms of this Agreement.  You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this agreement with all Additional Cardmembers.  You must tell Additional Cardmembers that: <ul style="list-style-type: none"> <li>• we may obtain, provide and use information about them.</li> <li>• their use of the Account is subject to this Agreement.</li> </ul>	You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.  If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.  We may refer to <i>Additional Card(s)</i> and <i>Additional Cardmember(s)</i> as <i>Employee Card(s)</i> and <i>Employee Cardmember(s)</i> . All terms and conditions that apply to Additional Cards also apply to Employee Cards.
<b>Replacement Basic Cardmember</b>	You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.  If you propose another person to replace the Basic Cardmember, that person must agree to assume the	obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.  You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.
<b>About using your card</b>		
<b>Using the card</b>	You may use the card to make purchases. You may also use the card at an ATM to get cash from a checking account you designate.  Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.  We decide whether to approve a charge based on how you spend and pay on this Account and other accounts you have with us and our affiliates. We also consider your credit history and your personal resources that we know about.  You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:	<ul style="list-style-type: none"> <li>• the merchant may charge your account at regular intervals; or</li> <li>• you may make charges using that stored card information.</li> </ul> <p>We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.</p> <p>Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.</p>
<b>Promise to pay</b>	You promise to pay all charges, including: <ul style="list-style-type: none"> <li>• charges you make, even if you do not present your card or sign for the transaction,</li> <li>• charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and</li> <li>• charges that Additional Cardmembers make or permit others to make.</li> </ul>	

Declined transactions	We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.	We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.
More about Pay Over Time	<p>The Pay Over Time option enables you to pay eligible purchases of \$100 or more over time, with interest. Certain charges are not eligible for Pay Over Time, such as cash and similar transactions. We may change which charges are eligible to be placed into your Pay Over Time balance.</p> <p>On each statement, your Account Summary will show your Pay Over Time New Balance, which is the amount that is eligible to be paid over time (see When you must pay in Part 2).</p> <p>We apply charges to your Pay Over Time balance in accordance with the On/Off setting in effect at 8 p.m. Eastern Time on the transaction date provided by the merchant. The transaction date provided by the merchant may differ from the date you made the charge if, for example, there is a delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date.</p> <p>We assign a Pay Over Time limit to your Account. We will not place any charge into your Pay Over Time balance if it would cause your Pay Over Time balance to go over your Pay Over Time Limit. Your Pay Over Time Limit is shown on page 1 of Part 1 and on each statement. We may increase or reduce your Pay Over Time Limit. We may do so even if you pay on time and your Account is not in default. We will tell you if we change that amount. You must pay in full all charges that are not placed into a Pay Over Time balance.</p>	
About your payments		
When you must pay	Payment of the New Balance is due upon receipt of your statement. If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. In this case, you must pay at least the Minimum Payment Due by the Payment Due Date. Each statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received.	Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date. Each statement also shows a Next Closing Date.
How to make payments	<p>Make payments to us in U.S. dollars with:</p> <ul style="list-style-type: none"><li>• a single check drawn on a U.S. bank, or</li><li>• a single negotiable instrument clearable through the U.S. banking system, for example a money order, or</li><li>• an electronic payment that can be cleared through the U.S. banking system.</li></ul> <p>When making a payment by mail:</p> <ul style="list-style-type: none"><li>• make a separate payment for each Account,</li><li>• mail your payment to the address shown on the payment coupon on the billing statement, and</li><li>• write the Account number on your check or negotiable instrument and include the payment coupon.</li></ul> <p>If your payment meets the above requirements, we will credit it to the Account as of the day we receive it, as long as we receive it by the time disclosed in</p>	<p>the billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.</p> <p>If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see <i>How Rates and Fees Work</i> on page 2 of Part 1).</p> <p>If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into U.S. dollars, unless the law requires us to use a particular rate.</p> <p>If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.</p>
How we apply payments and credits	<p>If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. The Minimum Payment Due is the Pay In Full New Balance plus the Pay Over Time Minimum Due.</p> <p>If you have a Pay Over Time balance, we generally apply payments--up to the Minimum Payment Due--first to the Pay Over Time Minimum Due and then to the Pay In Full New Balance. When applying a payment to the Pay Over Time Minimum Due, we apply it first to the balance with the lowest interest rate and then to balances with higher interest rates.</p> <p>After the Minimum Payment Due has been paid, we apply payments to the remaining Pay Over Time balance. When we do this, we apply payments first to the balance with the highest interest rate and then to balances with lower interest rates.</p> <p>In most cases, we apply a credit to the same balance as the related charge. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.</p>	

## About your Minimum Payment Due

### How we calculate Your Minimum Payment Due

The Minimum Payment Due is the Pay in Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we take the *higher* of (1) or (2) below, then we round that number to the nearest dollar and add any Pay Over Time amount past due:

- (1) \$35, or
- (2) The amount calculated using the following steps;
  - I. Subtract the interest charged on the statement from the Pay Over Time New Balance. This gives you a Modified Pay Over Time Balance.
  - II. Add the following together:
    - 1% of the portion of the Modified Pay Over Time Balance less than or equal to \$50,000 and
    - 5% of the portion of the Modified Pay Over Time Balance greater than \$50,000 and less than or equal to \$100,000 and
    - 10% of the portion of the Modified Pay Over Time Balance greater than \$100,000
  - III. Divide the sum from step II by the Modified Pay Over Time Balance and round to four decimals (ex 0.1234)
  - IV. Multiply the result from step III and the Modified Pay Over Time Balance.
  - V. Add the interest charged on the statement to the result from step IV.

Your Pay Over Time Minimum Payment Due will not exceed your Pay Over Time New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

**EXAMPLE:** Assume that you have a Pay Over Time New Balance of \$75,000, interest of \$749.59, no amounts past due and a \$1,000 Pay In Full New Balance.

- (1) \$35, or
- (2) Calculate the following:
  - I.  $\$75,000 - \$749.59 = \$74,250.41$
  - II. Add the following together:
    - 1% multiplied by \$50,000 = \$500
    - 5% multiplied by  $(\$74,250.41 - \$50,000) = \$1,212.52$ $\$500 + \$1,212.52 = \$1,712.52$
  - III.  $\$1,712.52 \text{ divided by } \$74,250.41 = 0.02306411$   
Round to four decimals = 0.0231
  - IV.  $0.0231 \text{ multiplied by } \$74,250.41 = \$1,715.18$
  - V.  $\$749.59 + \$1,715.18 = \$2,464.77$

The higher of (1) or (2) is \$2,464.77, which rounds to \$2,465.00. The Pay Over Time Minimum Payment Due of \$2,465.00 plus the Pay in Full New Balance of \$1,000 together make up the Minimum Payment Due of \$3,465.00.

## About interest charges on Pay Over Time balances

### When we charge interest

We charge interest on transactions placed in the Pay Over Time Balance beginning on their transaction date until they are paid. However, we will not charge interest on these transactions during a billing period if:

- your *Pay Over Time Previous Balance* for the billing period is zero; or
- you paid the *Account Total Previous Balance* for each of the previous two billing periods in full by the closing date shown on their respective statements.

### How we calculate interest

We calculate interest for a billing period by first calculating interest on each Pay Over Time balance. Pay Over Time balances may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

#### Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- Average Daily Balance (ADB)  $\times$
- Daily Periodic Rate (DPR)  $\times$
- number of days the DPR was in effect.

#### ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

#### DPR

A DPR is 1/365th of an APR, rounded to one tenthousandth of a percentage point. Your DPRs are shown in *How Rates, Fees and Pay Over Time Work* on page 2 of Part 1.

#### EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.

The DPR is  $15.99\% \div 365 \text{ days} = 0.0438\%$

The Interest is  $\$2,250 \times 0.0438\% \times 30 \text{ days} = \$29.57$

#### Daily Balance

For each day a DPR is in effect, we calculate the daily balance for each balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date.

#### Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. This method of calculating the beginning balance results in daily compounding of interest.

When an interest rate changes, the new DPR may come into effect during-not just at the beginning of the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

#### Other methods

To calculate the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

Determining the Prime Rate	<p>We use the Prime Rate from the rates section of <i>The Wall Street Journal</i>. The Prime Rate for each billing period is the Prime Rate published in <i>The Wall Street Journal</i> on the Closing Date of the billing period.</p> <p><i>The Wall Street Journal</i> may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If <i>The Wall Street Journal</i> is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.</p> <p>If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.</p>	
Other important information		
Changing the Agreement	We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.	This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.
Converting charges made in a foreign currency	If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.	
Changing your billing address	You must notify us immediately if you change the: <ul style="list-style-type: none"><li>• mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications.</li><li>• legal entity of the Company.</li><li>• tax identification number.</li></ul>	
Closing your Account	<p>You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.</p> <p>The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.</p> <p>If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing</p>	<p>Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.</p> <p>If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.</p>
Cancelling or suspending your Account	<p>We may:</p> <ul style="list-style-type: none"><li>• cancel your Account,</li><li>• suspend the ability to make charges,</li><li>• cancel or suspend any feature on your Account, and</li><li>• notify merchants that your Account has been cancelled or suspended.</li></ul> <p>If we do any of these, you must still pay us for all charges under the terms of this Agreement.</p>	<p>We may do any of these things at our discretion, even if you pay on time and your Account is not in default.</p> <p>If your Account is cancelled, you must destroy your cards.</p> <p>We may agree to reinstate your Account after a cancellation. If we do this, we may:</p> <ul style="list-style-type: none"><li>• reinstate any additional cards issued on your Account,</li><li>• charge you any applicable annual fees, and</li><li>• charge you a fee for reinstating the Account.</li></ul>
About default	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"><li>• you violate a provision of this Agreement,</li><li>• you give us false information,</li><li>• you file for bankruptcy,</li><li>• you default under another agreement you have with us or an affiliate,</li><li>• you become incapacitated or die, or</li><li>• we believe you are unable or unwilling to pay your debts when due.</li></ul>	<p>If we consider your Account in default, we may:</p> <ul style="list-style-type: none"><li>• suspend your ability to make charges,</li><li>• cancel or suspend any feature on your Account,</li><li>• cancel the Account and require you to pay the Account balance immediately.</li><li>• require you to pay more than your Minimum Payment Due immediately.</li></ul>
Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.	



<b>Credit reports</b>	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</p> <p>If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.</p>	
<b>Sending you notices</b>	<p>We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.</p>	
<b>We may contact you</b>	<p><b>Servicing and Collections</b></p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p><b>Call monitoring</b></p> <p>We may monitor and record any calls between you and us.</p>	
<b>About insurance products</b>	<p>We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.</p> <p>We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.</p>	
<b>How we handle electronic debits from your checking account</b>	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> <li>• the amount,</li> <li>• the routing number,</li> <li>• the account number, and</li> <li>• the check serial number.</li> </ul>	<p>If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.</p> <p>If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.</p>
<b>ExpressPay</b>	<p>Cards issued on the Account may be equipped with ExpressPay. ExpressPay enables you to make charges without having the card swiped or imprinted. You can call us to deactivate ExpressPay at any time. Also, we may deactivate ExpressPay at any time.</p>	
<b>Privacy Act of 1974 notice</b>	<p>Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.</p>	
<b>Changing the benefits</b>	<p>We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.</p>	
<b>Assigning the Agreement</b>	<p>We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.</p>	
<b>Assigning claims</b>	<p>If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.</p>	
<b>We do not waive our rights</b>	<p>We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>	
<b>Governing law</b>	<p>Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.</p>	
<b>Notice to Oregon Residents</b>	<p>Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.</p>	
<b>Notice for residents of Washington State</b>	<p>In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.</p>	

# Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

## **Sending a Claim Notice**

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to [americanexpress.com/claim](http://americanexpress.com/claim) for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

## **Mediation**

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, [jamsadr.com](http://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](http://adr.org)) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled

until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

## **Arbitration**

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

**If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.**

## **Initiating Arbitration**

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (**FAA**). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

## **Limitations on Arbitration**

**If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.**

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

## **Arbitration Procedures**

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

## **Arbitration Fees and Costs**

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

## **Additional Arbitration Awards**

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

## **Your Right to Reject Arbitration**

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to [americanexpress.com/reject](http://americanexpress.com/reject) for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice.



If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement.

Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

#### **Continuation**

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account).

If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



## **Billing Dispute Procedure**

### **What To Do If You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

American Express  
PO Box 981535  
El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question, nor report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

# Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

## Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw* or *withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

## How Express Cash works

Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (*ATMs*). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (*PIN*). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.

Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of the:

- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account.

For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or Business Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.

If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

## Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

Plum Card®	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Exec. Bus. Card	\$8,500 in a 30-day period
Platinum Card®	\$10,000 in a 30-day period
Centurion® Card	\$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account using Express Cash.

Your monthly statement for your card account will show any Express Cash transactions in that billing period.

## AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (*ACH*) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

## How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

- (1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.
- (2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.
- (3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

## Unauthorized transactions

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

## Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

## Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

## Arbitration

The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

## How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

## In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we

decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

**We may end the services**

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service.

If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

**Assignment**

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

**Note for Massachusetts residents**

**General disclosure statement:** Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

**Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.**

**Disclosure of bank account information to third parties:** If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

**Optional limit on obtaining cash:** You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.